

To find out the amount you must pay, or to arrange for payment to stop the foreclosure or if your property is in foreclosure for any other reason, contact:

BANK OF AMERICA
C/O REGIONAL SERVICE CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104
(206) 340-2550

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

Remember,

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN that REGIONAL SERVICE CORPORATION, is either the duly appointed Trustee, the substitute Trustee or acting as agent for the Beneficiary under a Deed of Trust dated 11/4/2005, executed by MARK TOZIER, A MARRIED PERSON, as Trustor, to secure obligations in favor of BANK OF AMERICA NA, as Beneficiary, recorded 11/23/2005, as Instrument No. 2005-0976640, of Official Records in the office of the Recorder of RIVERSIDE County, CALIFORNIA, as more fully described on said deed of trust including one note(s) for the sum of \$145,000.00. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred as follows:

FAILURE TO PAY INSTALLMENTS OF PRINCIPAL, INTEREST, IMPOUNDS AND LATE CHARGES WHICH BECAME DUE 2/24/2007 TOGETHER WITH ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST, IMPOUNDS, LATE CHARGES, FORECLOSURE FEES AND EXPENSES; ANY ADVANCES WHICH MAY HEREAFTER BE MADE; ALL OBLIGATIONS AND INDEBTEDNESSES AS THEY BECOME DUE; AND ANY INSTALLMENTS ALREADY MADE, THAT AT A LATER DATE PROVE TO BE INVALID.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said Trustee, such Deed of Trust and all the documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: 11/8/2007

Regional Service Corporation
By First American Title Ins Co. as Agent
As authorized agent

By Marie Cruz
Name/Title

MARIE CRUZ

EXHIBIT 5

EXHIBIT 1 TO OPPOSITION - Complaint

CA NOD

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

Recording Requested By

DOC # 2008-0092962

02/26/2008 08:00A Fee:13.00

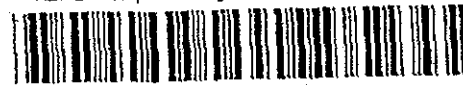
Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



When recorded, mail to:

REGIONAL TRUSTEE SERVICES CORPORATION

616 1st Avenue, Suite 500

Seattle, WA 98104

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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Trustee's Sale No: 05-FSF-50302

FSF503020171000000

SUBSTITUTION OF TRUSTEE

T
029

WHEREAS MARK TOZIER, A MARRIED PERSON was the original Trustor, and PRLAP, INC. was the original Trustee, and BANK OF AMERICA NA was the original Beneficiary under that certain Deed of Trust dated 11/4/2005, and recorded on 11/23/2005 under Instrument No. 2005-0976640, records of RIVERSIDE County, CALIFORNIA; and WHEREAS, BANK OF AMERICA NA, the undersigned, is the present Beneficiary under said Deed of Trust, and WHEREAS the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of said original Trustee thereunder,

NOW, THEREFORE, the undersigned hereby substitutes REGIONAL SERVICE CORPORATION, a California corporation, whose address is 616 1st Avenue, Suite 500, Seattle, WA 98104, as Successor Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

DATED: Jan 23, 2008

BANK OF AMERICA NA

By

Christina Allen

Attorney in Fact

(Name Title)

CA Sub

EXHIBIT 6

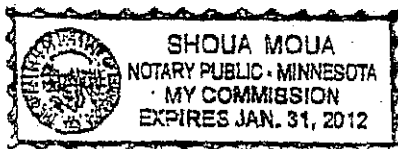
EXHIBIT 1 TO OPPOSITION - Complaint

STATE OF MIN)
) SS.
COUNTY OF Dakota)

SHOUA MOUA
S.M.

On Jan 29, 2003, before me, the undersigned, a Notary Public in and for the
said State, ~~my commission expires on 1/31/2012~~ personally appeared CHRISTINA ALLEN, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as
Attorney in Fact on behalf of the corporation therein named and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC

EXHIBIT 6

REGIONAL TRUSTEE SERVICES CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104
Phone: (206) 340-2550 / Fax:

Trustee Sale No.: 05-FSF-50302



AFFIDAVIT OF MAILING
SUB-BY-CODE

STATE OF WA)

) ss.

COUNTY OF KING)

I, being first duly sworn, state that I am now, and at all times herein mentioned was a citizen of the United States a resident of the State of Washington, and over the age of eighteen years, and my business address is set forth above. On 2/14/2008, I personally mailed a copy of the attached Substitution of Trustee, prior to the recording thereof, in the manner provided in Section 2924b of the Civil Code of the State of California, to the trustee of record under the Deed of Trust described in said Substitution and to all persons whom a copy of the Notice of Default would be required to be mailed by the provisions of such section.

Josiah Pawlatti

SUBSCRIBED AND SWORN to before me

2/14/2008

Dee Dee

NOTARY PUBLIC in and for said County and State

BELDINA OTIENO
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
09-16-11

EXHIBIT 6

EXHIBIT 1 TO OPPOSITION - Complaint

CA SubByCodeAff

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

RECORDING REQUESTED BY

2008-0092963

02/26/2008 08:00R Fee:7.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO

REGIONAL TRUSTEE SERVICES CORPORATI

616 1st Avenue, Suite 500

Seattle, WA 98104

3496838 Dm

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002

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 11/4/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE OF TRUSTEE'S SALE

Trustee's Sale No. 05-FSF-50302

On March 14, 2008, at 10:00 AM, AT THE MAIN STREET ENTRANCE TO THE COUNTY COURTHOUSE, 4050 MAIN STREET, in the City of RIVERSIDE, County of RIVERSIDE, State of CALIFORNIA, REGIONAL SERVICE CORPORATION, a California corporation, as duly appointed Trustee under that certain Deed of Trust executed by MARK TOZIER, A MARRIED PERSON, as Trustors, recorded on 11/23/2005, as Instrument No. 2005-0976640, of Official Records in the office of the Recorder of RIVERSIDE County, State of CALIFORNIA, under the power of sale therein contained, **WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER**, for cash, or cashier's check (payable at the time of sale in lawful money of the United States) without warranty express or implied as to title, use, possession or encumbrances, all right, title and interest conveyed to and now held by it as such Trustee, in and to the following described property situated in the aforesaid County and State, to-wit:

TAX PARCEL NO. 966-060-001-6

From information which the Trustee deems reliable, but for which Trustee makes no representation or warranty, the street address or other common designation of the above described property is purported to be 33914 TUSCAN CREEK WAY, TEMECULA, CA 92592.

Said property is being sold for the purpose of paying the obligations secured by said Deed of Trust, including fees and expenses of sale. The total amount of the unpaid principal balance, interest thereon, together with reasonably estimated costs, expenses and advances at the time of the initial publication of the Notice of Trustee's Sale is \$161,890.36.

Dated: 2/9/2008

REGIONAL SERVICE CORPORATION, Trustee

By

ANNA EGDORF, AUTHORIZED AGENT

Agent for Trustee:

AGENCY SALES AND POSTING

15661 Red Hill Avenue, #200

Tustin, CA 92780

Telephone Number:

(800) 542-2550

Sale information:

(714) 259-7850 or <http://www.rtrustee.com>

EXHIBIT 1 TO OPPOSITION - Complaint

DOC # 2008-0222317

04/30/2008 08:00A Fee: 15.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

Falend TSC
RECORDING REQUESTED BY



WHEN RECORDED MAIL TO

BANK OF AMERICA
4161 PIEDMONT PARKWAY
MAIL CODE NC4-105-02-63*
GREENSBORO, NC 27410

Trustee Sale No. 05-FSF-50302

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3496838 Don

TRA: 094-257



TRUSTEE'S DEED

15



The undersigned grantor declares:

1. The Grantee herein was not the foreclosing beneficiary.
2. The amount of the unpaid debt together with costs was \$ 150,776.94.
3. The amount paid by the Grantee at the Trustee's Sale was \$160,776.94.
4. The documentary transfer tax is \$ 0.

REGIONAL SERVICE CORPORATION, a Washington corporation, as the duly appointed Trustee under the Deed of Trust hereinafter described (herein called TRUSTEE), hereby grants and conveys, but without warranty, express or implied, to:

BANK OF AMERICA NA

Herein called GRANTEE, all of its right, title and interest in and to that certain property situate in the City of TEMECULA, County of RIVERSIDE, State of CALIFORNIA, described as follows:

ATTACHED HERETO AS EXHIBIT 'A' AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

TAX PARCEL NO: 966-060-001-6

This conveyance is made pursuant to the powers conferred upon TRUSTEE by that certain Deed of Trust executed by MARK TOZIER, A MARRIED PERSON, as Trustors recorded 11/23/2005, as Instrument No. 2005-0976640, of Official Records in the office of the Recorder of RIVERSIDE County, State of CALIFORNIA, and after fulfillment of the conditions as specified in said Deed of Trust authorizing this conveyance. Default occurred as set forth in a Notice of Default and Election to Sell which was filed for record in the office of the Recorder of said County, and such default still existed at the time of sale. All requirements of law regarding the mailing of copies of notices and posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on March 21, 2008, at the place named in the Notice of Sale, in the County of RIVERSIDE, CALIFORNIA, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefor to said Trustee the amount bid, in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

Date: 4/28/2008

REGIONAL SERVICE CORPORATION, Trustee.

By *Kimberley Hickman*
KIMBERLEY HICKMAN, AUTHORIZED AGENT

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

b.o.

Beldina Otieno

On 4/28/2008, before me, the undersigned, a Notary Public, personally appeared KIMBERLEY HICKMAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Beldina Otieno
NOTARY PUBLIC

BELDINA OTIENO
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
09-16-11

05-FSF-50302 **EXHIBIT "A"**

**THE FOLLOWING DESCRIBED REAL PROPERTY IN THE UNINCORPORATED
AREA OF TEMECULA COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:**

**LOT 1 OF TRACT NO. 30448, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA, AS PER MAP RECORDED IN BOOK 351 AT PAGES 58 TO 64,
INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.**

**TOGETHER WITH ANY AND ALL EASEMENTS, RIGHTS, BENEFITS, AND
INTERESTS APPURTENANT TO SAID LOT AS CREATED AND/OR ESTABLISHED
IN THE CO&R'S RECORDED MARCH 3, 2004 AS INSTRUMENT NO. 2004-
0149857, AND ANY AMENDMENTS THERETO, IN THE OFFICIAL RECORDS OF
SAID COUNTY.**

**EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER
HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, WITHOUT
RIGHTS OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD,
WITH THE APPURTENANCES THERETO.**

Doc # 2008-0329369

06/17/2008 08:00A Fee:12.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

WHEN RECORDED RETURN TO:

GMAC MORTGAGE, LLC
ATTN: LIEN RELEASE/Shelly Moore
3451 HAMMOND AVE
WATERLOO, IA 50702

Loan Number 307626268



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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RESCISSION: A NOTICE OF VOID RECONVEYANCE

KNOW ALL MEN BY PRESENTS:

THAT, WHEREAS, the undersigned beneficiary is the owner and holder of a Note, by Mark Tozier, dated March 30, 2005, secured by a Deed of Trust which was recorded on April 04, 2005, as Instrument No. 2005-0261680 of Official Records, Riverside County, California, covering real property described in Deed of Trust:

Property: 33914 Tuscan Creek Way, Temecula, CA 92592

AND WHEREAS, due to error or inadvertence, the Trustee under said Deed of Trust recorded on November 29, 2005, a Substitution of Trustee as Instrument No. 2005-0984448 and a Full Reconveyance as Instrument No. 2005-0984449 of Official Records purporting to Release said Deed of Trust which was given as security for the payment of the Promissory note of even date therewith, executed by Mark Tozier, even though the obligation due under the Promissory Note for which said Deed of Trust was given as security HAS NOT BEEN satisfied.

THEREFORE, the undersigned Trustee and Beneficiary desires to RESCIND the Full Reconveyance above referred in the desire to confirm the existence of the debt due under the Promissory Note for which the property above described was given as security.

IN WITNESS WHEREOF, Vickie Day as Trustee, and Vickie Ingamells, as beneficiary by their execution of this instrument, and by affixing of their corporate names does hereby Rescind and Cancel the Full Reconveyance above referenced and confirm the remaining Obligation due under said Promissory Note which is secured by the Deed of Trust above referenced.

Dated: June 9, 2008

Executive Trustee Services, Inc.

By: [Signature]
Vickie Day
Limited Signing Officer

Mortgage Electronic Registration Systems, Inc
("MERS")

By: [Signature]
Vickie Ingamells
Assistant Secretary

EXHIBIT 1 0

EXHIBIT 1 TO OPPOSITION - Complaint

State of Iowa }
 } SS
County of Black }

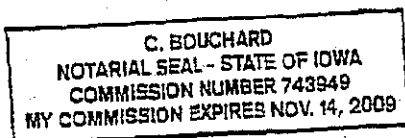
On June 9, 2008 before me, C Bouchard, Notary Public, personally appeared, Vickie Day, as Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

C Bouchard, Notary Public
My Commission expires: 11/14/2009



State of Iowa }
 } SS
County of Black }

On June 9, 2008 before me, C Bouchard, Notary Public, personally appeared, Vickie Ingamellis, as beneficiary, personally known to me (or proved to me on the basis of satisfactory evidence) to be name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

C Bouchard, Notary Public
My Commission expires: 11/14/2009

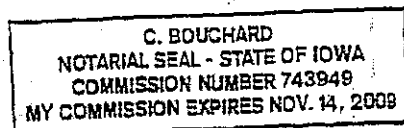
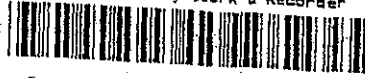


EXHIBIT 10

EXHIBIT 1 TO OPPOSITION - Complaint

3/20
DOC # 2008-0381943
07/11/2008 08:00A Fee:30.00
Page 1 of 4 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



LSI TITLE, RDS DIVISION

RECORDING REQUESTED BY:

LSI Title Agency

Escrow No.: 08007042MDS

Title Order No.: K838530

WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:

Jason Schermerhorn and Jennifer Schermerhorn
33914 Tuscan Creek Way
Temecula, CA 92592

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Parcel No.: 966-060-001

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tra: 013

GRANT DEED

30

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$375.10

T
012

- [X] Computed on full value of property conveyed, or
[] Computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area City of Temecula

R & T Code:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BANK OF AMERICA hereby GRANT(S) to Jason S. SCHERMERHORN AND JENNIFER M. SCHERMERHORN, HUSBAND AND WIFE, AS COMMUNITY PROPERTY.

the following described real property in the City of Temecula, County of Riverside, State of California:

Legal Description attached hereto and made a part hereof marked exhibit "A"

DATED: June 20, 2008

BANK OF AMERICA NA

BY:

Francis J. Crocker, Vice President

pamela J. Crocker
vice president

GRANT DEED

EXHIBIT 1
EXHIBIT 1 TO OPPOSITION - Complaint

ORDER NO: KB38530

REFERENCE NO: BDA212020

"A"
EXHIBIT "ONE"

LEGAL DESCRIPTION

LOT 1 OF TRACT NO. 30448, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 351 AT PAGES 58 TO 64, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH ANY AND ALL EASEMENTS, RIGHTS, BENEFITS, AND INTERESTS APPURTENANT TO SAID LOT AS CREATED AND/OR ESTABLISHED IN THE CC&R'S RECORDED MARCH 3, 2004 AS INSTRUMENT NO. 2004-0149557, AND ANY AMENDMENTS THERETO, IN THE OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS MINERALS AND HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, WITHOUT RIGHTS OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD WITH THE APPURTENANCES THERETO.

Fidelity National Title Insurance Company

2

EXHIBIT 1 1

EXHIBIT 1 TO OPPOSITION - Complaint

Parcel No.: 966-060-001

GRANT DEED
(Continued)

State of ~~California~~ Colorado
County of Teller

On July 4th 2008 before me, Odetta Kapatayes, Notary Public,
personally appeared Pamela J. Crocker, Vice President

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Colorado that the foregoing paragraph is true and correct.
OK

WITNESS my hand and official seal.

Signature

Odetta Kapatayes (Seal)

ODETTA KAPATAYES
Notary Public
State of Colorado
1/23/2012

GRANT DEED

EXHIBIT 1 1

EXHIBIT 1 TO OPPOSITION - Complaint



GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

attached for clarity

pamela J. Crocker
vice president

Date:

7/11/08

Signature:

S. Aspinza

EXHIBIT 11

EXHIBIT 1 TO OPPOSITION - Complaint

1st TITLE PROS DIVISION 4/25

Recording Requested By:
NATIONAL BANK OF KANSAS CITY

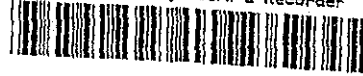
Return To:
NATIONAL BANK OF KANSAS CITY

10700 NALL AVENUE SUITE 300
OVERLAND PARK, KS 66211

Prepared By:
NATIONAL BANK OF KANSAS CITY

10700 NALL AVENUE SUITE 300
OVERLAND PARK, KS 66211

DOC # 2008-0381944
07/11/2008 08:02A Fee:158.00
Page 1 of 25
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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DEED OF TRUST

VA LOAN NO.: 77-77-6-5086840
LOAN NO.: 28009066

MIN: 100027108070015407
MERS Phone: 1-888-679-8377

T
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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 08, 2008 together with all Riders to this document.

(B) "Borrower" is

JASON S. SCHERMERHORN AND JENNIFER M. SCHERMERHORN, HUSBAND AND WIFE
AS COMMUNITY PROPERTY

Borrower's address is 33914 TUSCAN CREEK WAY, TEMECULA, CA 92592
Borrower is the trustor under this Security Instrument.

(C) "Lender" is
NATIONAL BANK OF KANSAS CITY

Lender is a CORPORATION
organized and existing under the laws of KANSAS

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP-6A(CA) (07/11)

Page 1 of 15

LENDER SUPPORT SYSTEMS, INC. MERSBACA.NEW (01/09)

Form 3005 1/01

EXHIBIT 12

EXHIBIT 1 TO OPPOSITION - Complaint

Lender's address is
10700 NALL AVENUE, 3RD FLOOR, OVERLAND PARK, KS 66211-

(D) "Trustee" is
LSI TITLE AGENCY, INC.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 08, 2008

The Note states that Borrower owes Lender
THREE HUNDRED FORTY EIGHT THOUSAND THREE HUNDRED THIRTY ONE AND NO/100 X X X X X X X Dollars
(U.S. \$ 348,331.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 01, 2038

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input checked="" type="checkbox"/> Other(s) [specify] VA RIDER		

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of RIVERSIDE
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE COMPLETE LEGAL DESCRIPTION DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 965-060-001-6 which currently has the address of
33914 TUSCAN CREEK WAY [Street]
TEMECULA [City], California 92592 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

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of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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